

Exhibit A:

1 as well as Defendants' other violations of the law, including immigration law, including by  
2 letter dated August 9, 2006.

3 89. As a direct and proximate result of Defendants' acts, errors and omissions and  
4 refusal to meet their indemnity obligations, Plaintiff has incurred substantial losses including  
5 significant attorneys' fees to defend itself, administrative and other fees and costs, as well as  
6 other and other forms of damage described in California Civil Code section 2278, opportunity  
7 costs, expenses, other costs, including consultant costs, and over \$279,000 in back pay liability,  
8 among other losses and all other expenditures resulting from Defendants' conduct.

9 90. Pursuant to Section XVIII of the Services Contract, the prevailing party in an  
10 action to enforce the Agreement, such as this one, is entitled to the award of reasonable  
11 attorneys' fees and costs. Plaintiff is entitled to such fees for bringing this action to enforce its  
12 right to indemnity and contribution and for the other contractual and legal violations of  
13 Defendants.

14 NINTH CAUSE OF ACTION

15 (Equitable Indemnity and Contribution)

16 (Against All Defendants)

17 91. Plaintiff incorporates by reference, as if fully set forth herein, each and every  
18 allegation in Paragraphs 1 through 90, inclusive,

19 92. As a result of Defendants' fraudulent, unfair and unlawful conduct as described  
20 herein, Plaintiff was required to defend itself, pay attorneys' fees and costs, administrative fees  
21 and costs, has expended countless hours of time, and valuable resources and has been forced to  
22 expend substantial amounts of money for the investigation, defense, and judgment in  
23 proceedings arising out of and resulting from Defendants' unfair, unlawful and fraudulent  
24 conduct. Losses include significant attorneys' fees to defend itself, administrative and other  
25 fees and costs, as well as other and other forms of damage described in California Civil Code  
26 section 2278, opportunity costs, expenses, other costs, including consultant costs, and over  
27 \$279,000 in back pay liability, among other losses and all other expenditures resulting from  
28 Defendants' conduct.

1 93. In doing so, Plaintiff has discharged and continues to discharge a liability from  
2 the National Labor Relations Act charges, which is partially or entirely equitably attributable to  
3 the acts, errors, omissions and other wrongful conduct of Defendants, including, but not limited  
4 to, their false and fraudulent representations of employer status, false advertising practices,  
5 repudiation of employer status, their failure to carry out their obligations as the sole employer,  
6 including, but not limited to, not terminating their own employees and/or reassigning their  
7 employees upon cancellation of the contract with UHC.

8 94. Defendants are responsible for the consequences of Plaintiff's justifiable  
9 reliance on Defendants' unlawful, unfair and fraudulent conduct. Defendants' fraudulent,  
10 unfair, unlawful and deceptive conduct was a substantial factor in causing this harm. Plaintiff  
11 has incurred substantial losses which ought to have been paid by Defendants and which  
12 Defendant should contribute to Plaintiff, including without limitation substantial losses,  
13 including significant attorneys' fees to defend itself, administrative and other fees and costs, as  
14 well as other and other forms of damage described in California Civil Code section 2278,  
15 opportunity costs, expenses, other costs, including consultant costs, and over \$279,000 in back  
16 pay liability, among other losses and all other expenditures resulting from Defendants' conduct.

17 95. Plaintiff has demanded that Defendants indemnify UHC and contribute to the  
18 defense and indemnify Plaintiff for the payments related to these employment matters, and

19 Defendants refused to do so. Plaintiff is informed and believes that Defendants will continue to  
20 refuse to indemnify Plaintiff and contribute their share. Plaintiff has been compelled to expend  
21 money and pay damages which ought to have been paid by Defendants in a full amount to be  
22 determined.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered for Plaintiff and against all Defendants, on each and every cause of action, and for all of the following:

As to the First Cause of Action for Fraudulent Inducement against all Defendants:

That the Plaintiff recover:

- (1) actual damages;
- (2) special damages;
- (3) general damages; and
- (4) punitive damages.

As to the Second Cause of Action for Fraud (Intentional Misrepresentation) against all Defendants: That the Plaintiff recover:

- (1) actual damages;
- (2) special damages;
- (3) general damages; and
- (4) punitive damages.

As to the Third Cause of Action for Fraud (Intentional Concealment) against all Defendants: That the Plaintiff recover:

(1) actual damages;

- (2) special damages;
- (3) general damages; and
- (4) punitive damages.

As to the Fourth Cause of Action for Unlawful, Unfair and Fraudulent Business Practices under B & P Code section 17200 et seq. against all Defendants:

(1) That Defendants' unlawful course of conduct alleged herein be adjudged and decreed to be fraudulent, unfair, and unlawful in violation of Sections 17200 et. seq. of the California Business and Professions Code, as alleged herein;

(2) That the Plaintiff recover restitution of all losses, plus interest, incurred as a result of Defendants' fraudulent, unfair and unlawful acts and practices under Section 17200 et. seq.;

(3) That Defendants be permanently enjoined from engaging in fraudulent, unfair, unlawful business practices, including without limitation an order that Defendants must cease from making false representations to their customers and prospective customers that they are the employer of the employees they assign to their customers' work sites and must provide notification to their customers and prospective customers like UHC of their previous false representations; or alternatively an order that Defendants refrain from any further denials to their customers such as UHC that Defendants are, in fact, the employer of the employees they assign to their customers such as UHC; and

(4) That Plaintiff be awarded attorneys' fees and costs to the extent this claim is based on Defendants' breach of the Staffing Services Contract.

As to the Fifth Cause of Action for False and Misleading Advertising under B & P Code section 17500 et seq. against all Defendants:

(1) That Defendants' unlawful course of conduct alleged herein be adjudged and decreed to be false, misleading and deceptive advertising in violation of Sections 17500 et. seq. of the California Business and Professions Code, as alleged herein;

(2) That the Plaintiff recover restitution of all losses, plus interest, incurred as a result of Defendants' false, misleading and deceptive advertising under Section 17500 et. seq.;

(3) That Defendants be permanently enjoined from engaging in false, misleading and deceptive advertising, including without limitation, an order that Defendants must cease from making false representations to their customers and prospective customers that they are the employer of the employees they assign to their customers' work sites and must provide notification to their customers and prospective customers like UHC of their previous false representations; or alternatively an order that Defendants refrain from any further denials to their customers such as UHC that Defendants are, in fact, the employer of the employees they assign to their customers such as UHC; and

(4) That Plaintiff be awarded attorneys' fees and costs to the extent this claim is based on Defendants' breach of the Staffing Services Contract.

///

1 As to the Sixth Cause of Action for Aiding and Abetting/Inducing/Conspiracy  
2 under B & P Code section 17200 et seq. and section 17500 against all Defendants:

3 (1) That the unlawful course of conduct alleged herein be adjudged and decreed to be a  
4 conspiracy and unlawful aiding and abetting to commit fraudulent, unfair, unlawful business  
5 practices and misleading and deceptive advertising in violation of Sections 17200 et. seq. and  
6 17500 et. seq. of the California Business and Professions Code, as alleged herein;

7 (2) That the Plaintiff recover restitution of all losses, plus interest, incurred as a result  
8 of Defendants' conspiracy and unlawful aiding and abetting of fraudulent, unfair, unlawful  
9 business practices and misleading and deceptive advertising.

10 (3) That Defendants be permanently enjoined from engaging in aiding and abetting of  
11 and/or a conspiracy to commit fraudulent, unfair, unlawful business practices and misleading  
12 and deceptive advertising, including without limitation, an order that Defendants must cease  
13 from making false representations to their customers and prospective customers that they are  
14 the employer of the employees they assign to their customers' work sites and must provide  
15 notification to their customers and prospective customers like UHC of their previous false  
16 representations; or alternatively an order that Defendants refrain from any further denials to  
17 their customers such as UHC that Defendants are, in fact, the employer of the employees they  
18 assign to their customers such as UHC; and

19 (4) That Plaintiff be awarded attorneys' fees and costs to the extent this claim is based  
20 on Defendants' breach of the Staffing Services Contract.

21 As to the Seventh Cause of Action for Breach of Contract against all Defendants:

22 (1) That the Plaintiff recover damages sustained by it as a result of Defendants'  
23 breach(es) of the Staffing Services Contract;

24 (2) That Defendants indemnify Plaintiff for losses and other contractual damage and  
25 liability for their breaches, including without limitation the costs and liability associated with  
26 the employment-related claims of Defendants' employees; and

27 (3) That Plaintiff be awarded attorneys' fees and costs under the Staffing Services  
28 Contract.

1 As to the Eighth Cause of Action for Contractual Indemnity against all  
2 Defendants:

3 (1) That the Plaintiff recover damages sustained by it as a result of Defendants'  
4 breach(es) of the indemnification provisions of Staffing Services Contract;

5 (2) That Defendants indemnify Plaintiff for losses and other damage and liability,  
6 including without limitation the costs and liability associated with the employment-related  
7 claims of Defendants' employees; and

8 (3) That Plaintiff be awarded attorneys' fees and costs under the Staffing Services  
9 Contract.

10 As to the Ninth Cause of Action for Equitable Indemnity and Contribution against  
11 all Defendants:

12 (1) That Defendants indemnify Plaintiff for losses and other damage and liability,  
13 including without limitation the costs and liability associated with the employment-related  
14 claims of Defendants' employees; and

15 (2) That Defendants contribute to Plaintiff for losses and other damage and liability,  
16 including without limitation the costs and liability associated with the employment-related  
17 claims of Defendants' employees.

18 As to All Causes of Action:

19 (1) That Plaintiff be awarded its costs of suit; and

20 (2) That Plaintiff be awarded any other relief which the court deems just and proper.

21 DATED: June 27, 2007

FISHER & PHILLIPS LLP

22 By:   
23  
24

25 Robert Yonowitz  
26 Stacey Zartler  
27 Attorneys for Plaintiff  
28 U-HAUL COMPANY OF CALIFORNIA,  
INC.



Superior Court of California  
County of Orange

HONORABLE H. WARREN SIEGEL, DEPARTMENT C13  
CENTRAL JUSTICE CENTER  
P. O. Box 838  
Santa Ana, CA 92702-0838  
714 834-2200  
www.occourts.org

LAW AND MOTION PROCEDURES FOR DEPARTMENT

Law and Motion matters are scheduled on Mondays at 10:30 a.m. There is no reservation required. Phone 834-3766 to ask about Mondays that are not available. Judge Siegel posts rulings on the internet by 1:30 p.m. the Friday prior to the scheduled Monday hearing. If counsel's Internet service is not available they may contact the clerk in Dept. C13 for the ruling. Please refer to website for oral argument information.

See California Rule of Court 3.1308 which will be followed in these matters.

Phone 834-3766 for questions about motions or to confirm hearing dates (ex parte=s excepted). Information about continuances is not entered into the computer system until after the date and time of originally scheduled hearing.

Teleconference appearances are not encouraged. Please do not assume such requests will be granted. If argument is necessary or requested, personal appearance is required.

Judge Siegel issues tentative rulings.

CMCs & OSCs on Mondays at 8:30 A.M.  
Ex Partes Monday thru Friday at 8:30 A.M.  
Trials Mondays at 9:30 A.M.  
Law & Motion Mondays at 10:30 A.M.

Rev. 01/17/07



**Superior Court of California  
County of Orange**

**HONORABLE H. WARREN SIEGEL, DEPARTMENT C-13  
CENTRAL JUSTICE CENTER  
P. O. Box 838  
Santa Ana, CA 92702-0838  
714 834-2200  
www.occourts.org**

**EX PARTE INFORMATION**

Ex parte applications are heard Mon. thru Fri. at 8:30 A.M. Requirements pursuant to Rule 3.1200 – 3.1207, California Rules of Court shall apply.

Moving party shall notice Department C-13, 714-834-4592 of the application prior to noticing opposing parties pursuant to Rule 3.1203 through 3.1205, CRC.

The fee required for each ex parte application must be paid at the cashier-s windows (Room D110) prior to presenting documents to the courtroom.

Ex parte applications shall be presented in Department C-13 by 11:00 A.M. on the day before the hearing.

Ex Parte Applications must be in writing and:

- \$ Include a declaration of Notice of Ex Parte Hearing;
- \$ State in first paragraph of application the irreparable harm that will occur if the relief requested is not granted until after a formally noticed hearing;
- \$ Declaration based on personal knowledge;
- \$ ~~Points and Authorities ONLY IF EMERGENCY IS NOT APPARENT ON FACTS.~~
- \$ Include a proposed order.

Moving party shall submit on moving papers unless the Court invites oral argument. The hearing of ex parte matters shall not interfere with or delay the trial in progress; counsel may have to wait.

**EX PARTE INFORMATION**

Rev. 01/17/07

Superior Court of California  
County of Orange, Central Justice Center

| DEPT   | CIVIL JUDGE           | NOTICE OF MOTIONS HEARD  | EX PARTE HEARD       | TELEPHONE NOTICE TO COURTROOM NO LATER THAN   | EX PARTE APPLICATION PRESENTED IN COURTROOM NO LATER THAN     |
|--|-----------------------|--|----------------------|---|---|
| CIVIL CASE MANAGEMENT PANEL, JUDGE HORN, SUPERVISING |                       |  |                      |   |   |
| 08   | HARRIS<br>834-5718    | FRI 9:00 AM<br>Hearings on Motions in Internet<br>NOTE: Deck requires<br>revisions on every motion<br>before the hearing (7/11/07)<br>8:30 AM  | PROMPTLY<br>8:30 AM  | NOON, DAY BEFORE<br>HEARING   | NOON, DAY BEFORE EX PARTE<br>HEARING                          |
| 09   | HERNANDEZ<br>834-1669 | THURSDAY 8:00 AM<br>Hearings on Motions in Internet<br>NOTE: Deck requires<br>revisions on every motion<br>before the hearing (7/11/07)<br>7:30 AM   | NOON, DAY<br>8:00 AM | NOON, DAY BEFORE<br>HEARING   | NOON, DAY BEFORE EX PARTE<br>HEARING                          |
| 10   | DEAN<br>834-1669      | THURSDAY 8:00 AM<br>Hearings on Motions in Internet<br>NOTE: Deck requires<br>revisions on every motion<br>before the hearing (7/11/07)<br>7:30 AM   | NOON, DAY<br>8:00 AM | NOT REQUIRED, DECK OF EX<br>PARTE, FACERS, SHALL<br>CONSTITUTE NOTICE TO THE<br>COURT | NO LATER THAN NOON, DAY<br>BEFORE EX PARTE HEARING            |
| 11   | SHANN<br>834-2700     | FRI 10:00 AM   | NOON<br>9:00 AM      | NOT REQUIRED  | NO LATER THAN 12:00 PM, THE<br>DAY BEFORE EX PARTE<br>HEARING |
| WIR  | DICUSARE<br>834-7542  | FRI 10:00 AM<br>Reservations are not<br>required. Call (714) 866-<br>7414 or 714-230-1100 for<br>unavailable dates.<br>TARIANA BULLOCK is posted<br>on the Internet by 10:00 AM<br>on the day of the hearing.    | M-T-W-F<br>12:00 PM  | NOON, DAY BEFORE EX<br>PARTE HEARING  | NOON, DAY OF EX PARTE<br>HEARING                              |
| 015  | WILSON<br>834-1669    | FRI 8:00 AM<br>Reservations are not<br>required. Call (714) 866-<br>7414 or 714-230-1100 for<br>unavailable dates.   | NOON<br>8:00 AM      | NOON, DAY BEFORE EX PARTE<br>HEARING  | NOON, DAY OF EX PARTE<br>HEARING                              |
| 034  | FEEL<br>834-2284      | TUE AT 11:00 AM<br>Reservations are not<br>required. Call (714) 866-<br>7414 or 714-230-1100 for<br>unavailable dates.<br>TARIANA BULLOCK is posted<br>on the Internet by 10:00 AM<br>on the day of the hearing. | M-F<br>8:30 AM       | NOT REQUIRED  | NOON, DAY BEFORE EX PARTE<br>HEARING                          |
| 045  | GLASS<br>834-2284     | MON 11:00 AM<br>Reservations are not<br>required. Call (714) 866-<br>7414 or 714-230-1100 for<br>unavailable dates.  | M-T-W-F<br>11:00 AM  | NOON, DAY BEFORE EX<br>PARTE HEARING  | NOON, DAY OF EX PARTE<br>HEARING                              |
| 06   | GRAY<br>834-3765      | THURS 1:00 PM  | NOON<br>1:00 PM      | NOON, DAY BEFORE EX PARTE<br>HEARING  | NOON, DAY OF EX PARTE<br>HEARING                              |
| 07   | HAVER<br>834-2284     | FRI 10:00 AM<br>Reservations are not<br>required. Call (714) 866-<br>7414 or 714-230-1100 for<br>unavailable dates.  | M-T-W-F<br>8:00 AM   | NOON, DAY BEFORE EX<br>PARTE HEARING  | NOON, DAY OF EX PARTE<br>HEARING                              |
| 08   | HORN<br>834-2284      | TUE AT 11:00 PM<br>Reservations are not<br>required. Call (714) 866-<br>7414 or 714-230-1100 for<br>unavailable dates.   | T-F<br>NOON          | NOON, DAY BEFORE EX PARTE<br>HEARING  | NOON, DAY OF EX PARTE<br>HEARING                              |
| 09   | HUNT<br>834-3765      | NOON, DAY<br>8:00 AM<br>RESERVATIONS AND<br>DECKERS MUST BE<br>RECEIVED BY 10:00 AM<br>ON THE DAY OF THE<br>HEARING (7/11/07)  | M-F<br>NOON          | NOT REQUIRED  | SUBMIT DOCUMENTS AT THE TIME<br>OF HEARING                    |
| 10   | LEWIS<br>834-2284     | MON 11:00 AM<br>Reservations are not<br>required. Call (714) 866-<br>7414 or 714-230-1100 for<br>unavailable dates.  | T-F<br>8:00 AM       | NOON, DAY BEFORE EX<br>PARTE HEARING  | NOON, DAY OF EX PARTE<br>HEARING                              |
| 11   | MARQUES<br>834-2284   | MON 11:00 AM<br>Reservations are not<br>required. Call (714) 866-<br>7414 or 714-230-1100 for<br>unavailable dates.  | M-F<br>NOON          | NOON, DAY BEFORE EX<br>PARTE HEARING  | NOON, DAY OF EX PARTE<br>HEARING                              |

| DEPT       | CIVIL JUDGES               | *NOTICED MOTIONS HEARD  | EX PARTE HEARD:                           | TELEPHONIC NOTICE TO COURTROOM NO LATER THAN:  | **EX PARTE APPLICATION PRESENTED IN COURTROOM NO LATER THAN:                   |
|------------|----------------------------|---|---|--|--|
| C21        | MGEACHEN<br>834-4680       | TUES.<br>1:30 P. M.   | M - TH<br>9:00 A.M.                       | NOON, DAY BEFORE EX PARTE HEARING  | 3:00 P. M., DAY BEFORE EX PARTE HEARING  |
| C7         | MOBERLY<br>834-4656        | TUES., 2:00 P.M. - Rulings posted on Internet by 4:30 the day before the hearing.<br>NOTE: Motions for Denials, Summary Judgment and Adjudication of Issues must be reserved with C-7 prior to filing by calling 714/834-4656. Reservations for all other motions are no longer required effective 1/26/07. | M, W, TH, F<br>1:30 P.M.                  | NOON, DAY BEFORE EX PARTE HEARING  | 3:00 P.M. DAY BEFORE EX PARTE HEARING  |
| C11        | MONROE<br>834-4684         | TUES., 2:00 p.m. ##<br>(Tentative Rulings posted on Internet by 4:00, day prior to motion date.)  | TUES, WED,<br>THURS.<br>8:30 A.M.         | NOON, DAY BEFORE HEARING   | 4:00 P.M., DAY BEFORE HEARING  |
| C23        | MOSS<br>834-4606           | FRI. 10:00 A.M.<br>Rulings posted on the Internet.  | M - F<br>8:30 A.M.                        | NO TELEPHONIC NOTICE TO DEPARTMENT IS REQUIRED   | NOON, DAY BEFORE EX PARTE HEARING  |
| C36        | MUNOZ<br>834-4752          | WED., 2:00 P.M.<br>Rulings posted on the Internet.  | M - TH<br>8:30 A.M.                       | 10:00 A.M., DAY BEFORE EX PARTE HEARING  | NOON, DAY BEFORE EX PARTE HEARING  |
| C10        | MYERS,<br>COMM<br>834-4680 | THURS. 9:00 A.M.<br>Rulings posted on the Internet on Wednesdays  | M-TH<br>1:30P.M. FRI<br>11:00 A.M.        | 4:00, DAY BEFORE EX PARTE HEARING  | M - TH, 10:00 A.M., DAY OF EX PARTE HEARING<br>FRI, 9:00 A.M., DAY OF EX PARTE |
| C32        | PERK<br>834-2351           | FRI. 11:00 A.M.<br>Rulings on Internet by 3:00 prior to the scheduled hearing   | M - TH,<br>9:00 A.M.                      | NOON, DAY BEFORE EX PARTE HEARING  | BY 3:00 P.M. DAY BEFORE EX PARTE HEARING                                       |
| W11<br>*** | SCHULTE<br>896-7181        | FRI.<br>9:30 A. M.<br>NOTE: Law and Motion matters must be reserved with the court clerk.<br>Tentative Rulings will be posted by Thursday, 12:00 pm.  | NONE                                      | NONE   | NONE   |
| C22        | SMITH<br>834-4355          | FRI., 10:00 A.M.<br>Tentative Rulings posted on Internet by 3:00 P.M. day prior to hearing  | M - TH<br>1:30 P.M.                       | 10:00 A.M., DAY BEFORE EX PARTE HEARING  | 3:00 P.M., DAY BEFORE EX PARTE HEARING   |
| C13        | SIEGEL<br>834-4672         | MON. 10:30 A.M.<br>Tentative Rulings posted by 1:30 P.M. Friday prior to Monday hearing   | M - F<br>8:30 A.M.                        | NOTICE TO THE DEPARTMENT PRIOR TO NOTICING OPPOSING PARTIES PURSUANT TO RULE 37B(c) THROUGH (g), CRC | 11:00 A.M., DAY BEFORE EX PARTE HEARING  |
| C25        | THOMPSON<br>834-2273       | FRI., 9:30 A.M.<br>Rulings posted on Internet   | M - F<br>1:30 P.M.                        | NONE   | NOON DAY BEFORE EX PARTE HEARING   |
| C25        | WILKINSON,<br>834-3720     | WED.<br>1:30 P.M. #   | M, T, TH 4:00<br>W, 3:30<br>F, 11:30 A.M. | 4:00 P.M., DAY BEFORE EX PARTE HEARING   | 8:30 A.M., DAY OF EX PARTE HEARING   |

Phone (714) 834-2200 for Fee or Filing Information  
 \*Phone (714) 834-3756 re Scheduling Noticed Motions or Confirming Hearing Dates  
 Civil Forms: see forms list on the Internet: [www.cccourts.org](http://www.cccourts.org) (Click on Gen. Info category and navigate to Forms menu)  
 \*\*\*located at WEST JUSTICE CENTER, 8141 13<sup>th</sup> Street, Westminster, CA 92683 # = No L&M Tentative Rulings  
 ## = L&M Tentative Rulings are issued  
 \*\*Refer to Rule 3.1200, California Rules of Court et seq. and the Specific Courtroom Ex Parte Policies for Individual Courtrooms  
 REVISED: 06/14/07

## **SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE**

### **ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

#### **NOTICE TO PLAINTIFF(S) AND/OR CROSS-COMPLAINANT(S):**

**Rule 3.221(c) of the California Rules of Court requires you to serve a copy of the ADR information package along with the complaint and/or cross-complaint.**

#### **California Rules of Court - Rule 3.221 Information about ADR**

- (a) Each court shall make available to the plaintiff, at the time of filing of the complaint, an ADR information package that includes, at a minimum, all of the following:
  - (1) General information about the potential advantages and disadvantages of ADR and descriptions of the principal ADR processes.
  - (2) Information about the ADR programs available in that court, including citations to any applicable local court rules and directions for contacting any court staff responsible for providing parties with assistance regarding ADR.
  - (3) In counties that are participating in the Dispute Resolution Programs Act (DRPA), information about the availability of local dispute resolution programs funded under the DRPA. This information may take the form of a list of the applicable programs or directions for contacting the county's DRPA coordinator.
  - (4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.
- (b) A court may make the ADR information package available on its Web site as long as paper copies are also made available in the clerk's office.
- (c) The plaintiff must serve a copy of the ADR information package on each defendant along with the complaint. Cross-complainants must serve a copy of the ADR information package on any new parties to the action along with the cross-complaint.



## **SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE**

### **Did you know that most civil lawsuits settle without a trial?**

#### **Introduction**

And did you know that there are a number of ways to resolve civil disputes without having to sue somebody? These alternatives to a lawsuit are known as alternative dispute resolution (ADR). The most common forms of ADR are mediation, arbitration, and case evaluation. There are a number of other kinds of ADR as well.

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediation, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help parties resolve disputes without having to go to court. ADR is not new. ADR is available in many communities, through dispute resolution programs and private neutrals.

#### **Advantages of ADR**

ADR can have a number of advantages over a lawsuit. ADR can be speedier. A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years. ADR can save money. Court costs, attorney's fees, and expert fees can be saved. ADR can permit more participation. The parties may have more chances to tell their side of the story than in court and may have more control over the outcome. ADR can be flexible. The parties can choose the ADR process that is best for them. For example, in mediation the parties may decide how to resolve their dispute.

ADR can be cooperative. This means that the parties having a dispute may work together with the neutral to resolve the dispute and agree to a remedy that makes sense to them, rather than work against each other. ADR can reduce stress. There are fewer, if any, court appearances. And because ADR can be speedier, and save money, and because the parties are normally cooperative, ADR is easier on the nerves. The parties don't have a lawsuit hanging over their heads for years.

ADR can be more satisfying. For all the above reasons, many people have reported a high degree of satisfaction with ADR. Because of these advantages, many parties choose ADR to resolve a dispute, instead of filing a lawsuit. Even when a lawsuit has been filed, the court can refer the dispute to a neutral before the parties' positions harden and the lawsuit becomes costly. ADR has been used to resolve disputes even after a trial, when the result is appealed.

#### **Disadvantages of ADR**

ADR may not be suitable for every dispute. If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court. There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute. The neutral may charge a fee for his or her services. If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

---

Lawsuits must be brought within specified periods of time, known as statutes of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

#### **Three Common Types of ADR**

This pamphlet describes the forms of ADR most often found in the California state courts and discusses when each may be right for a dispute.

#### **MEDIATION**

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the mediator does not decide how the dispute is to be resolved. The parties do.

Mediation is a cooperative process, in which the parties work together toward a resolution that tries to meet everyone's interests, instead of working against each other, where at least one party loses. Mediation normally leads to better relations between the parties and to resolutions that hold up. For example, mediation has been very successful in family disputes, particularly with child custody and visitation.

Mediation is particularly effective when the parties have a continuing relationship, like neighbors or business people. Mediation also is very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to let out their feelings and find out how each other sees things. Mediation may not be a good idea when one party is unwilling to discuss a resolution or when one party has been a victim of the other or cannot have enough bargaining power in the mediation. However, mediation can be successful for victims seeking restitution from offenders. A mediator can meet with the parties separately when there has been violence between them.

## ARBITRATION

In arbitration, a neutral (the arbitrator) reviews evidence, hears arguments, and makes a decision (award) to resolve the dispute. This is very different from mediation, where the mediator helps the parties reach their own resolution. Arbitration normally is more informal and much speedier and less expensive than a lawsuit. Because of the large number of cases awaiting trial in many courts, a dispute normally can be heard much more quickly by an arbitrator than by a judge.

Often a case that may take a week to try in court can be heard by an arbitrator in a matter of hours, because evidence can be submitted by documents (like medical reports and bills and business records), rather than by testimony.

There are two kinds of arbitration in California. Private arbitration, by agreement of the parties involved in the dispute, takes place outside of the courts and, normally, is binding. In most cases "binding" means that the arbitrator's decision (award) is final and there will not be a trial or an appeal of that decision. By contrast, a decision by an arbitrator in a case referred by the courts, known as "judicial arbitration," is not binding, unless the parties agree to be bound. A party who does not like the award may file a request for trial with the court within a specified time. However, if that party does not do better in the trial than in arbitration, he or she may have to pay a penalty.

Arbitration is best for cases where the parties want a decision without the expense of a trial. Arbitration may be better than mediation when the parties have no relationship except for the dispute.

Arbitration may not be a good idea when the parties want to resolve their dispute by themselves, or with the aid of a neutral.

## CASE EVALUATION

In case evaluation, a neutral (the evaluator) gives an opinion on the strengths and weaknesses of each party's evidence and arguments, and makes an evaluation of the case. Each party gets a chance to present the case and hear the other side. This may lead to a settlement, or at least help the parties prepare to resolve the dispute later on.

Case evaluation, like mediation, can come early in the dispute and save time and money.

Case evaluation is most effective when someone has an unrealistic view of the dispute or when the only real issue is what the case is worth, or when there are technical or scientific questions to be worked out.

Case evaluation may not be a good idea when it is too soon to tell what the case is worth or when the dispute is about something besides money, like a neighbor playing loud music late at night.

## Additional Information

There are several other types of ADR beside mediation, arbitration, and case evaluation. Some of these are conciliation, settlement conferences, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

The selection of a neutral is an important decision. There is no legal requirement that the neutral be licensed or hold any particular certificate. However, some programs have established qualification requirements for neutrals. You may wish to inquire about the qualifications of any neutral you are considering. Agreements reached through ADR normally are put in writing by the neutral and, if the parties wish, may become binding contracts that can be enforced by a judge. You may wish to seek the advice of an attorney as to your legal rights and other matters relating to the dispute.

## Whom Do You Call?

To locate a dispute resolution program or neutral in your community:

Contact the California Department of Consumer Affairs, Consumer Information Center, toll free, 1-800-952-5210, or contact the local bar association, or look in the Yellow Pages under "Arbitrators" or "Mediators."

For more information on local Arbitration Programs, please phone 714/834-3774 (for court ordered arbitration only) or refer to Superior Court of California, County of Orange, Local Rules 360 and 446.

Free mediation services are provided under the Orange County Dispute Resolution Program Act (DRPA). For information regarding DRPA, phone: Institute for Conflict Management (714) 288-5600; Community Service Programs, Inc. (949) 851-3168; Orange County Human Relations (714) 834-7198; or Fair Housing Council of Orange County (714) 569-0827.

*There may be a charge for services provided by private arbitrators and mediators.  
 Presented by the Judicial Council of California and the State Bar of California - March 1998*

|  |                           |
|--|---------------------------|
| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b><br>JUSTICE CENTER:<br><input type="checkbox"/> Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045<br><input type="checkbox"/> Civil Complex Center - 751 W. Santa Ana Blvd., Santa Ana, CA 92701-4512<br><input type="checkbox"/> Harbor-Laguna Hills Facility - 23141 Moulton Pkwy., Laguna Hills, CA 92653-1251<br><input type="checkbox"/> Harbor-Newport Beach Facility - 4601 Jamboree Rd., Newport Beach, CA 92660-2595<br><input type="checkbox"/> North - 1275 N. Berkeley Ave., P. O. Box 5000, Fullerton, CA 92838-0500<br><input type="checkbox"/> West - 8141 13 <sup>th</sup> Street, Westminster, CA 92683-4593 | <b>FOR COURT USE ONLY</b> |
| PLAINTIFF:<br><br>DEFENDANT:   |                           |
| <b>ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION</b>  | <b>CASE NUMBER:</b>       |

Plaintiff(s), \_\_\_\_\_

and defendant(s), \_\_\_\_\_

agree to the following dispute resolution process:

- ☐ Mediation
- ☐ Arbitration (must specify code)
  - ☐ Under Section 1141.11 of the Code of Civil Procedure
  - ☐ Under Section 1280 of the Code of Civil Procedure

☐ Neutral Case Evaluation

☐ Other (specify): \_\_\_\_\_

☒ Plaintiff(s) and Defendant(s) further agree as follows:

We understand that there may be a charge for services provided by private arbitrators and mediators.

Date: \_\_\_\_\_ (SIGNATURE OF PLAINTIFF OR ATTORNEY) (SIGNATURE OF PLAINTIFF OR ATTORNEY)

Date: \_\_\_\_\_ (SIGNATURE OF DEFENDANT OR ATTORNEY) (SIGNATURE OF DEFENDANT OR ATTORNEY)

**ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION**



# EXHIBIT A



**NORTHWEST  
STAFFING  
RESOURCES**

June 9, 2003

Bob Aleo-Human Resources  
U-Haul International  
2727 N Central Avenue  
Phoenix, Arizona 85004

*Bid*

180-03

Mr. Aleo,

NSR would like to thank you and your company again for this distinct opportunity to present you with contracted staffing services. We have enclosed all requested information and look forward to further discussion and negotiations regarding this offer.

The Mark-Up Rate would include all recruiting and screening of employees, payroll taxes, unemployment, and workers compensation. If the workers compensation rates change, you will be notified in writing and the changes will be directly reflected in the rates.

\*Fee Schedule is guaranteed to be in effect for a minimum of 1 year.

- Temporary 45 %
- Temporary to Permanent 45 %
- Payroll Services 40 %

\*Bill rate is achieved by multiplying hourly pay rate times Mark Up %.

- Overtime Rate 1.50% of Regular Hourly Pay Rate
- Background Checks \$20.00 per employee
- Pre-Employment Screen \$40.00 per employee

- o U-Haul will only be charged for hours in which an assigned worker actually performs duties

NSR prides itself on quality candidates, top level customer service and committed and dedicated staff to ensure that all of your company's needs are met. We will work closely with U-Haul and its team to develop and maintain a committed partnership.

Please feel free to contact myself or Victoria Sadoff, if you have any additional comments regarding the contract. We look forward to working with you in the near future.

Regards,  
  
Denise Caldwell  
Branch Manager  
Northwest Staffing Resources  
425.251.6651

Victoria Sadoff  
Account Manager  
Northwest Staffing Resources  
425.251.6651

Office locations  
throughout  
  
OREGON  
  
WASHINGTON  
  
IDAHO  
  
CALIFORNIA

18000 72nd Avenue S, Suite 192 • Kent, Washington 98422  
425.251.6651 • Fax 425.251.6839 • www.nwstaffing.com

## RECRUITING

*Northwest Staffing Resources'* staff includes three Area Recruiters who assist in the search for qualified temporary employees. The Recruiters' efforts include long-term relationships with a large variety of recruiting resources in the area. These include:

- Community colleges, colleges and universities
- Private business/technical schools
- Private & public vocational schools
- Professional associations
- Minority programs & organizations
- Community service organizations/leagues
- State agencies and programs
- Non-profit employment organizations
- Displaced homemakers program
- Senior citizen organizations
- Relocation companies/departments
- Companies experiencing lay-offs
- Churches and church based community services
- Youth employment organizations
- Apartment complexes (resident flyers and new packages/posters)
- High schools

Ongoing recruiting activities include:

- Dedicated search campaigns
- Sending out weekly listings of current positions
- Announcing job openings with numerous recruiting resources
- Making presentations to job preparation workshop groups and specific vocational classes
- Ongoing contact with representatives at each resource
- Job and Career fairs
- Advertising in local newspapers, the yellow pages, radio, newsletters
- Seeking new recruiting resources
- Managing NSR's referral and retention programs
- Internet specific campaigns through selected and dedicated search organizations such as NSR web page, Head Hunter, Career Mosaic, Americans Job Bank, Net Temps, and more...

YOUR STAFFING SOLUTIONS PARTNER

## SCREENING PROCEDURES

Prospective temporary employees complete a very thorough application process before being considered for hire. Applicants on average, spend 1.5 to 2.5 hours completing skill appropriate paperwork, testing, and interviewing. This process includes:

- Verification of identity and eligibility to work in the United States.
- The applicant reads and agrees to NSR Hiring Standards, which includes our Drug & Alcohol Policy and our Background & Credit Check Policy. *At the client's request drug, background, and credit checks are completed.*
- The applicant is given a battery of written and hands-on skill tests to ensure their level of competency as it relates to the position they seek. Our QWIZ testing program is a fully interactive, hands-on skill evaluation. The applicant's level of competency is rated as beginner, intermediate, or advanced.
- The applicant takes the Insight Worldwide Applicant Survey. This survey provides a background profile designed to determine an individual's propensity toward substance abuse, theft, violence, deception, dependability and workers compensation fraud. The survey consists of 70 questions, which when answered, will highlight any unacceptable behaviors.
- After the paperwork and testing are complete, the applicant interviews with a Staffing Coordinator for final determination of skill level, discussion of work history, explanation of pay system, and job location preferences. Our policies, procedures, and NSR's high standards for all employees are reviewed. At this point, we will assess the candidate's attitude toward work, desire to fulfill their employment responsibilities, and commitment to our high job performance standards.
- Applicants are shown a safety video and are tested on their comprehension. Our Return-to-Work program and hazardous materials handling are also discussed. NSR is very proactive in ensuring the safety of all temporary employees as well as permanent NSR employees.
- In the last step, the applicant is given the "NSR Handbook for Temporary Employees" with a receipt card that is signed by the new applicant and kept with the applicant file.
- Our branch staff then verifies *three* previous job references prior to final approval for using the new applicant.
- Only those applicants who have high test scores, low risk Insight results, strong references, and a pleasant, professional attitude will be considered qualified to work for NSR.

*All temporary employees leave our offices understanding Northwest Staffing Resources' requirements regarding professionalism, commitment, flexibility, and confidentiality.*

YOUR STAFFING SOLUTIONS PARTNER

## ***CONDITIONAL OFFER OF EMPLOYMENT***

Northwest Staffing Resources, Inc. (NSR) and its affiliates provide assignments to qualified individuals. Assignments may range from one day to long term in duration and may be part or full-time. Sometimes we can assign new applicants quickly, while at other times it may take us longer to find you suitable work. On occasion, we are unable to find employment for some individuals.

### **NSR AND ITS AFFILIATES CANNOT GUARANTEE THAT WE WILL FIND YOU EMPLOYMENT.**

Based on the data you have provided us on your application, you possess the basic qualifications, skills, and experience required for placement. We are making this conditional offer of employment with the following conditions:

- Your completion of additional orientation
- Our completion of employment reference checks
- Your ability to perform essential functions of the assignment

|                        |                |            |
|------------------------|----------------|------------|
| Name of Applicant      | _____          |            |
|                        | (please print) |            |
| Signature of Applicant | _____          | Date _____ |
| Branch Representative  | _____          | Date _____ |

**Northwest Staffing Resources, Inc.**

- Northwest Staffing Group, Inc.
- NSR Management, Inc.
- Resources Staffing Group, Inc.
- MSRNSR, Inc.
- Legal Northwest, a division of NSR
- Attorney Staffing Group, a division of NSR
- Accountants Northwest, a division of NSR

**BACKGROUND VERIFICATION AUTHORIZATION**

Many of our clients require background checks on all employees working within their facilities. In order to comply with our clients' requests, we require your authorization to investigate and release to the client any pertinent information the client may request from your personnel record, including Criminal Background Investigation information. Your signature below will give us that authorization.

I authorize Northwest Staffing Resources, Inc. and its subsidiaries ("NSR") to release to their client information NSR and the client deem pertinent to satisfy the client's "background check" procedures.

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Social Security No. \_\_\_\_\_

Driver's License No. \_\_\_\_\_

Date of Birth \_\_\_\_\_

Please list places of residence for the last seven years.

| ADDRESSES | FROM - TO |
|-----------|-----------|
|           |           |
|           |           |
|           |           |
|           |           |
|           |           |
|           |           |

Are you presently charged with and awaiting trial for a misdemeanor or felony criminal offense, and/or have you been convicted of a felony or a misdemeanor:

- WA & CA applicants in the last 7 years?
- OR & ID applicants in the last 10 years?

Yes

No

If yes, list dates, places and disposition. (Notes: A conviction is not an automatic disqualification from employment. You are not required to list: 1) any conviction for which the record has been judicially expunged, sealed or eradicated; 2) any misdemeanor for which the probation has been completed and the case has been judicially dismissed; 3) any arrest for which a pretrial diversion program has been successfully completed in accordance with Sections 1000.5 and 1001.5 of the Penal Code.)

| NATURE OF INCIDENT(S) | DATE(S) | LOCATION(S) | DISPOSITION |
|-----------------------|---------|-------------|-------------|
|                       |         |             |             |
|                       |         |             |             |
|                       |         |             |             |
|                       |         |             |             |
|                       |         |             |             |

Please read the following before signing:

I certify that all statements I have made on this application and resume submitted with this application, or any other supplementary material are true and correct. I also recognize that any falsification of this information, or any intentional omission of data on my part, may result in my immediate termination.

In the event that I am placed on a temporary, contractor or direct assignment at \_\_\_\_\_ (the client), I hereby authorize the client to investigate the accuracy of the information on my application of employment with NSR, from any person or organization, and I release the client, NSR, and all persons and organizations from all claims and liabilities of any nature arising from such investigation.

Signature \_\_\_\_\_

Date \_\_\_\_\_



# **SUBSTANCE ABUSE POLICY**

We are committed to maintaining a safe, productive work environment at all our facilities and client work sites and to safeguard our clients' property. The use of alcohol or drugs, or both, can undermine our productivity, the quality of services rendered, and our image. For these reasons we have established the following drug abuse policy.

The manufacture, sale, use or possession of alcohol, and other controlled or illegal substances (except strictly in accordance with medical authorization) or any other substances which impair job performance or pose a hazard, when use or possession occurs on our premises or property, our client's premises or property (including private vehicles on premises, parking lots and recreation areas), during work time, or while representing us in any work-related fashion is prohibited.

Reporting for work having consumed alcohol or used illegal drugs or controlled substances at a time, or in such quantities, or in a manner that may impair work performance is prohibited. For purposes of this policy, having any detectable level of an illegal or controlled drug in your system while covered by this policy will be considered to be a violation.

Where we have reasonable suspicion that an employee is in violation of this policy, the employee will be required to submit to testing to determine the presence or use of any involvement with alcohol or drugs. We reserve the right to determine whether reasonable suspicion exists.

If you are involved in a job-related accident resulting in physical injury (to yourself or others) requiring more than standard first aid you will be required to submit to testing to determine the presence or use of any involvement with alcohol or drugs unless the organization determines in its discretion that the accident could not have been caused by alcohol or drug use.

## **DRUG SCREEN AUTHORIZATION**

I, the undersigned, hereby give my consent and voluntarily submit to an employment-related drug screen of my urine. In understanding that this may be done at the request of one NSR client or NSR. I further understand that if my drug screen is positive for illegal drugs, I will not be assigned to the client for employment and my employment with NSR will end.

I understand NSR will require a drug screen whenever an on-the-job accident or injury is reported in accordance with the company policy and this authorization and consent.

Do you agree to the above conditions to process your application and as an on-going condition of employment?

Please initial one answer: Yes ☐ No ☐

1.2 Sub-B App Back Page

# **AUTHORIZATION FOR RELEASE AND USE OF TESTING INFORMATION**

I, the undersigned, hereby authorize the laboratory, clinic, or organization doing the drug screening to release to Northwest Staffing Resources' client all results of the drug screen performed by the laboratory.

I authorize NSR and its client to communicate this information internally and/or between themselves as they deem appropriate and to use this information for any purpose, including but not limited to evaluating whether or not to continue my employment.

I understand that the drug screen results will be kept confidential to the extent possible under the circumstances. However, if the results are made public, I release NSR and its clients from liability for damages, which may result to me through no fault of NSR and/or its clients.

Do you agree to the above conditions to process your application and as an on-going condition of employment?

Please initial one answer: Yes ☐ No ☐

## **FELONY DISCLOSURE**

WA and CA Applicants: Have you been convicted of a felony within the last 7 years?  
 OR and ID Applicants: Have you been convicted of a felony within the last 10 years?

Please initial one answer: Yes ☐ No ☐

Is yes, give dates and circumstances:

\_\_\_\_\_

Your answer may or may not affect our hiring decision depending upon the position for which you are being considered.

## **SIGNATURE**

I certify that the answers given herein are true and complete to the best of my knowledge. I have read and understand the authorization given herein. I agree that NSR shall not be liable in any respect if employment is denied to me or if my employment is terminated because of false, incomplete or misleading information in my application or interview(s).

Applicant Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

Rev: 2/5/01

## Employment Verification & Reference Check

| Applicant Information   |             |                 |
|---|-------------|-----------------|
| Last Name:  | First Name: | Middle Initial: |
| Social Security Number:   |             |                 |
| Other Names you have worked under:  |             |                 |
| <p style="font-size: small;">I certify that the information supplied on this form is true and complete to the best of my knowledge and authorize the investigation of all information contained on this form. I release from liability any person or employer supplying such information and Northwest Staffing Resources, and/or their specialty divisions from any liability which might result from it investigation. I consent to disclosure in accordance with the provisions of the Privacy Act of 1974 and similar state and federal laws.</p> |             |                 |
| Signature:  |             | Date:           |

### Please list your last three employers

| REFERENCE 1         |     |                      |             |
|---------------------|-----|----------------------|-------------|
| Dates:              | To: | Employer/City/State: | Phone:      |
| Job Title:          |     | Salary:              | Supervisor: |
| Reason for Leaving: |     |                      |             |
| REFERENCE 2         |     |                      |             |
| Dates:              | To: | Employer/City/State: | Phone:      |
| Job Title:          |     | Salary:              | Supervisor: |
| Reason for Leaving: |     |                      |             |
| REFERENCE 3         |     |                      |             |
| Dates:              | To: | Employer/City/State: | Phone:      |
| Job Title:          |     | Salary:              | Supervisor: |
| Reason for Leaving: |     |                      |             |

### For Office Use Only

| Employer #1                     | 1-5 |
|---------------------------------|-----|
| Punctuality                     |     |
| Attendance                      |     |
| Cooperation                     |     |
| Productivity                    |     |
| Attitude                        |     |
| Are the dates provided correct? |     |
| Eligible for rehire?            |     |
| Strengths/Improvements:         |     |

| Employer #3                     | 1-5 |
|---------------------------------|-----|
| Punctuality                     |     |
| Attendance                      |     |
| Cooperation                     |     |
| Productivity                    |     |
| Attitude                        |     |
| Are the dates provided correct? |     |
| Eligible for rehire?            |     |
| Strengths/Improvements:         |     |

| Employer #2                     | 1-5 |
|---------------------------------|-----|
| Punctuality                     |     |
| Attendance                      |     |
| Cooperation                     |     |
| Productivity                    |     |
| Attitude                        |     |
| Are the dates provided correct? |     |
| Eligible for rehire?            |     |
| Strengths/Improvements:         |     |

Comments:

## SAFETY

As your employer, we are concerned about your safety and health. To accomplish our goal of providing as safe an environment as we can, we have established safety standards for all employees. Employee responsibilities are:

### *All applicants*

1. Notify us if you are asked to perform any duties outside the specific assignment which you were sent to perform.
2. Notify us immediately if any supervisor or other authority at your job assignment directs you to perform any act that conflicts with any rule or regulation listed in your handbook.
3. Make yourself aware of the locations of safety stations at your job site, such as first aid equipment, eye wash stations, and other minor medical supplies.
4. Determine what safety standards our client has in place and follow them.
5. Always perform your assigned task in a safe and proper manner; do not take shortcuts. The taking of shortcuts and the ignoring of established safety rules is the leading cause of employee injury.
6. Notify your branch office immediately if you have been injured on the job.

### *Light Industrial Applicants*

7. When lifting, use the approved lifting technique: bend at your knees, grasp the load firmly, then raise the load by using your legs while keeping your back as straight as possible.
8. Never lift more than you can handle. Ask for help in lifting very heavy loads.
9. Never lift over 50 pounds without permission from your branch. If the client company asks you to lift more than 50 lbs., first contact your staffing coordinator.
10. Do not use any machinery with which you are unfamiliar.
11. Never remove or bypass safety devices. Obey all safety signs and tags.
12. You may be assigned certain Personal Protective Safety Equipment (PPE). This equipment should be available for use on the job, be maintained in good condition, and worn when required.
13. Wear appropriate attire to light industrial assignments. Closed-toe shoes are mandatory attire for such assignments, and some clients may require steel-toe protective shoes.
14. Driving on the job and operating forklifts is strictly prohibited. If the client company asks you to drive or operate a forklift, first contact your Staffing Coordinator.

## HAZARD COMMUNICATION

If you believe you are working with or around hazardous chemicals, you should ask our client for a list of the chemicals and the Materials Safety Data Sheet (MSDS) for the chemicals. You should advise us of the conditions.

|                        |                |      |  |
|------------------------|----------------|------|--|
| Name of Applicant      |                |      |  |
|                        | (please print) |      |  |
| Signature of Applicant |                | Date |  |
| Branch Representative  |                | Date |  |

# **NSR HIRING STANDARDS FOR ALL TEMPORARY EMPLOYEES - POLICY AND PROCEDURES CHECKLIST**

To indicate that you have read and understood each line, please place your initials in the space provided.

- \_\_\_\_\_ I understand to be eligible for employment I MUST provide the following:
  - Proof of eligibility to work in the U.S. and complete an I-9 form (required by the Immigration and Naturalization Service).
  - A consistent and verifiable work history.
  - An explanation for any "termination" listed as a reason for leaving a previous employer.
  - 3 professional references, with verifiable dates of employment.
  - Educational references that are documented or verifiable, when required by the job assignment.
  - Written and oral means of being contacted.
- \_\_\_\_\_ I understand to be eligible for employment I MUST perform the following:
  - Completely and truthfully fill out the application included in the employment packet.
  - Successfully complete an Insight Survey.
  - Sign a consent form to submit to drug testing. I understand that my failure to comply with this agreement will be grounds for my immediate termination.
  - Sign a consent form to submit to a background check.
  - Comply with the safety rules and regulations and hazardous communication program as shown to me in the NSR orientation and safety video.
- \_\_\_\_\_ I understand the following NSR policies regarding applicants:
  - NSR may not interview me today. NSR may call me another day for an interview.
  - NSR does not always make hiring decisions instantly. Depending upon the number of applicants, decisions may take several days.
  - NSR does not discuss our hiring decisions with applicants.
  - NSR does not always hire everyone who applies.
  - NSR will call me if they have a job for me.
- \_\_\_\_\_ I understand my responsibilities with NSR include but are not limited to the following:
  - I understand I MUST display a courteous and businesslike attitude.
  - I understand I am expected to complete any job assignment I accept. If I do not complete the assignment, NSR can assume I have voluntarily quit.
  - I understand I am an employee of NSR and only I or NSR can terminate my employment. When an assignment ends I must report to NSR office for my next assignment. Failure to do so or to accept my next assignment will indicate that I have voluntarily quit.
  - I understand the "No Show" policy enforced by the staffing coordinator. If for some unexpected reason, such as an emergency or illness, I cannot make it to work or will be late, I will contact NSR as soon as possible so you can call the client and/or find a replacement. My failure to do so may be grounds for dismissal or indicate that I have quit.
  - If I sustain an injury on the job, I will inform the client and NSR immediately after the accident (unless severity of accident is such that to inform NSR immediately may be life threatening or potentially increase injury. In this case I will inform NSR as soon as possible). NSR will coordinate with the client and myself the proper procedure for treatment and reporting of the accident.
- \_\_\_\_\_ I understand the following NSR policies regarding payroll:
  - NSR pays its employees once a week. The pay period starts on Monday and ends on Sunday. I will check with my branch office for specific dates and times when check will be available.
  - In order to be paid in a timely manner, I understand that timecards must be turned in no later than 5:00 p.m. on the Monday following the week worked. Any late cards will not be paid until the next payroll period.
  - Unless special arrangements have been made, I understand NSR will not recognize or pay for any hours worked by an employee in the absence of an individual timecard signed by both the client and the employee.

I understand I am applying for employment with Northwest Staffing Resources, Inc. (NSR). I further understand that NSR makes no promise or guarantee of permanent employment or employment for a specified term. I understand NSR is an "at will" employer. Just as I can terminate my employment at any time and for any reason, NSR can terminate my employment at any time and for any reason. I also understand that continued employment with NSR is at the sole and exclusive option of their management.

I have read and understand the above standards and conditions for employment. I understand that failure to comply with these policies and procedures could lead to my termination and may jeopardize my unemployment benefits.

|                        |                |      |       |
|------------------------|----------------|------|-------|
| Name of Applicant      | _____          |      |       |
|                        | (please print) |      |       |
| Signature of Applicant | _____          | Date | _____ |
| Branch Rep             | _____          | Date | _____ |

### **APPLICANT POLICIES**

1. We do not always hire everyone who applies.
2. We may not interview you today. We may call you for another day for an interview.
3. We do not always make hiring decisions instantly. Depending upon the number of applicants, decisions may take several days.
4. We do not discuss our hiring decisions with applicants.
5. We will call you if we have a job for you.
6. We are an Equal Opportunity Employer.

I have read, understand, and agree to cooperate with these policies. I also understand that the information I provide about myself on application forms, the survey, and during interviews will be used in making hiring decisions. I consent to the information being used for this purpose.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

08/09/03 MON 08:08 FAX 5032740323

JULIK RISK SERVICES

2002

| ACORD CERTIFICATE OF LIABILITY INSURANCE   |  | DATE (MM/DD/YY)  |                                  |                                   |  |
|--|--|--|----------------------------------|-----------------------------------|--|
| <b>PRODUCER</b><br><b>JULIK RISK SERVICES</b><br>(503) 274-0323 FAX<br>220 N W 2ND AVE #800<br>PORTLAND OR 97209-3951  |  | <b>06/09/03</b>  |                                  |                                   |  |
| <b>INSURED</b><br><b>NORTHWEST STAFFING RESOURCES</b><br>P O BOX 61483<br>VANCOUVER WA 98666   |  | <b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>   |                                  |                                   |  |
| <b>COMPANIES AFFORDING COVERAGE</b>  |  | <b>COMPANY A</b> <b>GRANITE STATE INS CO/AIG</b>   |                                  |                                   |  |
| <b>COMPANY B</b> <b>NATIONAL UNION FIRE</b>  |  | <b>COMPANY C</b>   |                                  |                                   |  |
| <b>COMPANY D</b>   |  |  |                                  |                                   |  |
| <b>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY RESERVATION, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</b> |  |  |                                  |                                   |  |
| CO LINE  | TYPE OF COVERAGE   | POLICY NUMBER  | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
| 1  | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> <b>CLAIMS MADE</b> <input checked="" type="checkbox"/> <b>OCCUP</b><br><input type="checkbox"/> <b>CONTRACTORS &amp; CONTRACTORS' WORK</b>       | BE0763065  | 01/01/03                         | 03/01/04                          | <b>GENERAL AGGREGATE</b> \$2,000,000<br><b>PRODUCTS-COMP OF AGG</b> \$100,000<br><b>PERSONAL &amp; ADV INJURY</b> \$100,000<br><b>EACH OCCURRENCE</b> \$1,000,000<br><b>SPREADER (play and tag)</b> \$100,000<br><b>NO EX (play and tag)</b> \$5,000 |
|  | <b>ENTERPRISE LIABILITY</b><br><input type="checkbox"/> <b>ANY AUTO</b><br><input type="checkbox"/> <b>ALL OWNED AUTOS</b><br><input type="checkbox"/> <b>SCHEDULED AUTOS</b><br><input type="checkbox"/> <b>LEASED AUTOS</b><br><input type="checkbox"/> <b>NOT OWNED AUTOS</b> |  |                                  |                                   | <b>COVERED UNDER LIMIT</b> \$<br><b>BODILY INJURY</b> \$<br><b>PROPERTY DAMAGE</b> \$  |
|  | <b>COMMON LIABILITY</b><br><input type="checkbox"/> <b>ANY AUTO</b>  |  |                                  |                                   | <b>AUTOMOBILE-ACCIDENT</b> \$<br><b>OTHER THAN AUTO ONLY</b> \$<br><b>EACH ACCIDENT</b> \$   |
| 2  | <b>EMPLOYMENT</b><br><input checked="" type="checkbox"/> <b>EMPLOYMENT</b><br><input type="checkbox"/> <b>EMPLOYMENT LIABILITY</b>   | BE0763065  | 01/01/03                         | 03/01/04                          | <b>EMPLOYMENT AGGREGATE</b> \$500,000<br><b>EMPLOYMENT</b> \$500,000<br><b>EMPLOYMENT</b> \$<br><b>EMPLOYMENT</b> \$<br><b>EMPLOYMENT</b> \$   |
|  | <b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b><br><input type="checkbox"/> <b>WORKERS COMPENSATION</b><br><input type="checkbox"/> <b>EMPLOYERS LIABILITY</b>   |  |                                  |                                   | <b>WORKERS COMPENSATION</b> \$<br><b>EMPLOYERS LIABILITY</b> \$  |
|  | <b>OTHER</b>   |  |                                  |                                   |  |
| <b>DESCRIPTION OF OPERATION, LOCATION, OR BUSINESS (If any)</b><br><b>CERTIFICATE HOLDER IS ADDITIONAL INSURED AS RESPECTS OPERATIONS OF THE NAMED INSURED, 10 DAY NOC/NON-PAYMENT OF PREMIUM</b>  |  |  |                                  |                                   |  |
| <b>U-HAIL INTERNATIONAL</b><br><b>ATTN: BOB ALBO</b><br><b>2727 N CENTRAL AVE</b><br><b>PHOENIX AZ 85004</b>   |  | <b>IF ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL endeavor to MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPROVE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.</b><br><b>MAILED 06/09/03</b> |                                  |                                   |  |